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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ORACLE INTERNATIONAL CORP., a  
California corporation, and ORACLE  
AMERICA, INC., a Delaware corporation,

Plaintiffs/Counterdefendants,

v.

RIMINI STREET, INC., a Nevada corporation,  
and SETH RAVIN, an individual,

Defendants/Counterclaimants.

Case No. 2:14-cv-01699-MMD-DJA

**ORACLE INTERNATIONAL  
CORPORATION AND ORACLE  
AMERICA, INC.'S TRIAL BRIEF**

**PUBLIC REDACTED VERSION**

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Pursuant to the Court’s Order Regarding Bench Trial (ECF No. 1426), Plaintiffs and Counterdefendants Oracle International Corporation and Oracle America, Inc., (“Oracle”) submit this Trial Brief.

## **I. INTRODUCTION<sup>1</sup>**

Notwithstanding 12 years of party and judicial resources directed at curtailing Defendants Rimini Street, Inc.’s and Seth Ravin’s (together, “Rimini”) copyright infringement, in the forthcoming trial, this Court must again address Rimini’s infringement of Oracle’s copyrights, compounded by Rimini’s false and misleading statements to its customers about that ongoing infringement and Rimini’s related support processes. As Oracle will prove at trial, Rimini violated: (1) the Copyright Act (again); (2) the Digital Millennium Copyright Act (“DMCA”), (3) the Lanham Act; and (4) the California Unfair Competition Law (“UCL”). Oracle respectfully seeks equitable relief and attorneys’ fees and costs in this case.

In *Rimini I*, after the Court ruled on summary judgment in 2014 that Rimini’s business practices violated Oracle’s copyrights, a jury in 2015 awarded Oracle \$36.5 million in copyright damages, with over \$28.5 million in attorneys’ fees added in the judgment. This Court entered a permanent injunction, which the Ninth Circuit unanimously affirmed with only minor modifications. Rimini violated that injunction, and Judge Hicks held Rimini in contempt. *Rimini I*, ECF 1548 at 53. Rimini was sanctioned \$630,000 and ordered to pay Oracle’s attorneys’ fees. *Id.* at 54-55.

Rimini initiated this follow-on lawsuit in October 2014, falsely alleging that it had reformed its practices to stop infringing Oracle’s copyrights in “Process 2.0.” Thus far in *Rimini II*:

- The Court held that Rimini continued in “Process 2.0” to infringe Oracle’s PeopleSoft copyrights when developing and testing certain software updates in one client’s environment that it then provided to a different client. *Rimini II*, ECF No. 1253 at 46

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<sup>1</sup> Oracle has attached three appendices for the Court’s reference:

- Appendix A contains a timeline of the key events.
- Appendix B contains a glossary of technical terms.
- Appendix C contains a list of key individuals, along with a brief summary of each individual’s role.

(“Given these undisputed facts, the Court finds that Rimini used Campbell Soup’s development environment, under color of Campbell Soup’s license, to develop the update for Toll Brothers.”; “[T]he evidence shows that the update was only developed in Campbell Soup’s environment and was then given to Toll Brothers outright”); ECF No. 1427 (ruling on motions *in limine*) at 11:3-9 (“Rimini engaged in impermissible ‘cross use,’ violated the applicable license, and committed copyright infringement when Rimini developers developed an update in the Campbell Soup development environment and then gave that update to Toll Brothers (another Rimini client) outright”).

- The Court denied Rimini summary judgment on its arguments that its processes for supporting Oracle’s JD Edwards (“JDE”) and E-Business Suite (“EBS”) software did not rely on cross-use and thus were not infringing. ECF No. 1253 at 84–89.
- The Court granted Oracle’s motion as to Rimini’s express license defense regarding Rimini’s migration of infringing PeopleSoft environments from Rimini to clients or the cloud, holding that “Rimini can point to no express provision in the license that permitted it to make more copies of the software after it was held to have infringed when it migrated the client’s software from its servers back to the client.” *Id.* at 92.
- The Court either dismissed or granted summary judgment to Oracle on six of Rimini’s claims against Oracle, leaving only a portion of Rimini’s copyright declaratory judgment claim and a portion of Rimini’s UCL claim.<sup>2</sup>

At trial, Oracle will show additional reasons that Rimini’s “Process 2.0” infringes Oracle’s copyrights. Rather than cease infringing, Rimini has automated its illegal conduct, using in-house technical tools like its Automation Framework (“AFW”) and Dev Review that are designed to cross-use Oracle’s software and derivative works of that software. Oracle also will demonstrate that Rimini’s “migration” of infringing Oracle software “environments” (computing systems containing Oracle’s software and associated applications) from Rimini’s own computers to its

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<sup>2</sup> A more detailed summary of the issues the Court has already decided is contained in Appendix D.

1 customers' computers and/or to Windstream, a third-party cloud hosting service, constituted a  
2 massive—and unlicensed—reproduction and distribution of Oracle software and derivative work  
3 updates, which Rimini developed using processes found to be infringing in the *Rimini I* case.

4 Additionally, Oracle will show that Rimini violated the DMCA and the Lanham Act.  
5 Rimini violated the DMCA thousands of times by removing and altering copyright management  
6 information from Oracle source code files and documentation and by distributing the altered files.  
7 Rimini violated the Lanham Act and California's UCL by disseminating false and misleading  
8 statements about Rimini's support practices (including security offerings that Oracle provides and  
9 Rimini cannot provide).

10 Finally, Oracle will show that Rimini's remaining claim against Oracle under the "unfair"  
11 prong of the UCL is baseless. Oracle has not violated any antitrust law, and Rimini will fail to  
12 demonstrate otherwise. In more than a dozen years of litigation, Rimini has never attempted to  
13 assert an antitrust claim against Oracle, and Rimini cannot show any part of an antitrust claim,  
14 including harm to competition, as a result of any alleged Oracle conduct.

15 Oracle seeks further equitable and injunctive relief beyond the current permanent injunction  
16 to finally bring an end to Rimini's infringement, as well as an award of attorneys' fees and costs.

## 17 **II. BACKGROUND**

18 **Oracle.** Founded in 1977, one key focus of Oracle's business is creating, licensing, and  
19 supporting Enterprise Resource Planning ("ERP") software, including the PeopleSoft, JDE, and  
20 EBS product lines at issue in this litigation. Licensees can modify and customize Oracle software  
21 for their own business purposes—provided that the modification and customization is consistent  
22 with the software license. Oracle also creates, licenses, and supports Oracle Database, which is  
23 database software often used (and, in the case of EBS, always used) in conjunction with ERP  
24 software.

25 Oracle's ERP software is complex, configurable software that interacts with numerous other  
26 software and hardware components. ERP software is used to run large enterprises, including  
27 companies, governmental entities, hospitals, and numerous other organizations. This software  
28 performs complex tasks, such as human resource functions, payroll, taxes, financial management,



1 supply chain management, and customer-relationship management. These are key business  
2 functions that must be maintained with up-to-date software.

3 Given the critical nature of ERP software, its need for updates, and constant security and  
4 hacking threats, ERP software requires support. As the company that wrote the software and holds  
5 the copyrights, Oracle offers comprehensive support for its products, including: (a) upgrades to  
6 new releases of the software; (b) security patches; (c) copyrighted knowledge documentation; (d)  
7 break-fix support; (e) tax and regulatory updates; (f) telephone support to answer customer  
8 questions; and (g) access to Oracle's technical support sites and services.

9 Oracle enters into separate support contracts with its customers for software support.  
10 Ordinarily, customers first purchase Oracle support together with a license for the ERP software.  
11 Because ERP software is both expensive and crucial to an organization's success, organizations  
12 license ERP software only after significant vetting and negotiation. Typically, customers negotiate  
13 substantial discounts to the list price for the software licenses, which can cost millions of dollars,  
14 depending on the size of the organization and its software needs. Oracle, consistent with ERP  
15 industry pricing, ordinarily charges customers 22% of the discounted license fee for annual support,  
16 subject only to uplifts that account for inflation. This pricing structure allows the customer to  
17 project the total cost of ownership of its ERP licenses and support.

18 **Third-Party Support.** Third parties, including Rimini, offer more limited support than  
19 Oracle. Third-party support cannot provide software upgrades. Nor can it provide security updates  
20 because to do so requires access to the underlying source code. Rimini support largely consists of  
21 break-fix support and tax and regulatory updates. If a customer experiences a problem with their  
22 software that they cannot fix on their own, they log a support ticket with the support vendor, and  
23 the vendor helps them solve the issue. Break-fix support could be as easy as walking the customer  
24 through a simple process, or as complex as going through major development work over days or  
25 weeks to fix a significant bug in the customer's software.

26 Certain components of some Oracle software, such as PeopleSoft human resources, JDE  
27 payroll, and EBS payroll, require updates multiple times each year to account for changes to local,  
28 state, and federal tax laws and regulations. Subject to Oracle's licenses, Oracle customers and

1 third-party support vendors can access the limited source code needed to make these updates.

2 Because of the importance of keeping the software running properly, organizations are  
3 extremely careful in making any changes to the software. To that end, organizations set up multiple  
4 ERP software “environments.” The main environment, known as the “production” environment,  
5 is the “live” environment that is actually running the organization’s functions. Organizations also  
6 set up one or more “development” and “test” environments. Those environments are copies of the  
7 production environment, but they are used by an organization and its support vendor to make  
8 changes in the software and to test those changes before promulgating any changes to the  
9 production environment. As a support vendor, Rimini does not perform its test and development  
10 work in a customer’s production environment; Rimini performs this work in test and development  
11 environments.

12 **Rimini’s Unlawful Business.** Ravin developed what is now Rimini’s business model at  
13 TomorrowNow, an earlier third-party support provider. TomorrowNow pled guilty to criminal  
14 infringement of Oracle’s copyrights, admitted civil liability, and shuttered its doors in 2008.

15 Founded in 2005, Rimini, like TomorrowNow, offers to replace Oracle support at a discount  
16 of 50% (or more) off Oracle’s price. While the 50% discount that Rimini provides on support for  
17 Oracle software is enticing to customers, Rimini’s ability to provide support is limited in several  
18 respects. Rimini does not have a license for any Oracle software or support materials. Therefore,  
19 Rimini must operate under the restrictions of each customer’s Oracle license. With limited  
20 exceptions (discussed above), Rimini also does not have access to the source code underlying the  
21 Oracle software, which means that Rimini cannot provide new versions of the software (upgrades)  
22 or security patches and bug fixes that implement fundamental source code changes.

23 Rimini is able to offer a 50% discount on support costs because it provides support illegally.  
24 As this Court found in *Rimini I*, “Rimini’s business model was built entirely on its infringement of  
25 Oracle’s copyrighted software and its improper access and downloading of data from Oracle’s  
26 website and computer systems, and Rimini would not have achieved its current market share and  
27 business growth without these infringing and illegal actions.” *Rimini I*, ECF No. 1049 at 6:3-6. As  
28 Oracle will show at trial, Rimini’s business model continues to depend on extensive infringement

1 of Oracle’s copyrights and other unlawful conduct.

2 **Rimini I.** In the *Rimini I* action, this Court granted partial summary judgment to Oracle in  
 3 February 2014, holding that Rimini infringed Oracle’s PeopleSoft software copyrights through,  
 4 *inter alia*, (1) using one customer’s software (licensed by Oracle) to support other customers  
 5 (“cross-use”) (ECF No. 1253 at 86 (discussing cross-use)),<sup>3</sup> and (2) creating copies of Oracle  
 6 copyrighted materials on Rimini’s computer systems in violation of the Oracle license provision  
 7 restricting the software to the customer’s facilities (“facilities restriction”) (*Rimini I*, ECF Nos. 474,  
 8 476). In August 2014, this Court found Rimini infringed Oracle’s Database copyrights. In the  
 9 2015 trial, a jury also found Rimini liable for infringement of Oracle’s PeopleSoft documentation,  
 10 JDE, and Siebel copyrights, and awarded Oracle \$36.5 million in copyright damages and over \$28.5  
 11 million in attorneys’ fees. This Court entered a permanent copyright injunction. The Ninth Circuit  
 12 affirmed nearly all of these remedies. In January 2022, Judge Hicks held Rimini in contempt of  
 13 court for violating the injunction and for continuing to infringe Oracle’s copyrights.

14 **Rimini II.** Rimini filed this action for declaratory judgment on October 15, 2014, following  
 15 the summary judgment rulings against it in *Rimini I*. ECF No. 1. Rimini contends that its “Process  
 16 2.0,” deployed after July 31, 2014, was not infringing and no longer cross-used one customer’s  
 17 environment to develop updates for other customers, and that all Oracle copyrighted material and  
 18 source code had been removed from Rimini’s systems. Oracle counterclaimed on February 17,  
 19 2015, including the present claims of copyright infringement,<sup>4</sup> violations of the DMCA, violations  
 20 of the Lanham Act, and violations of the California UCL. ECF Nos. 21, 22-s. Rimini subsequently  
 21 amended its complaint to allege numerous business torts and statutory violations, all of which were  
 22 subsequently dismissed, except for Rimini’s remaining UCL claim.

23 Because Judge Hicks ruled in February 2014 that Rimini hosting PeopleSoft software on its

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24 <sup>3</sup> *Accord Rimini I*, ECF No. 880 at 28 (the JDE License “does not mean that a third party like  
 25 Rimini Street is authorized to make copies of the J.D. Edwards software application and  
 26 documentation to, among other things, access the software’s source code to carry out  
 27 development and testing of software updates, to make modifications to the software, or to use the  
 28 customer’s software or support materials to support other customers”).

<sup>4</sup> Oracle’s infringement claim in this case includes infringement of Oracle’s PeopleSoft, JDE, and  
 Database copyrights, which were all at issue in *Rimini I*. Oracle’s infringement claim also  
 includes Oracle’s EBS copyrights, which were not at issue in *Rimini I*.

1 own systems violated the relevant licenses and constituted copyright infringement, Rimini was  
2 required to remove the infringing copies of software from its systems. As Oracle will demonstrate  
3 at trial, rather than deleting or stopping use of the infringing “local” PeopleSoft environments and  
4 updates that this Court found to be infringing and unlicensed in *Rimini I*, Rimini made even more  
5 copies of these infringing materials and moved them to new locations. (Anticipating their loss at  
6 summary judgment, Rimini commenced this process before February 2014, but most of the  
7 improper copying occurred after the summary judgment decision issued.) Rimini could have  
8 created non-infringing environments by installing software environments from scratch on non-  
9 Rimini systems, and Rimini could have then created non-infringing fixes and updates on these  
10 environments. Doing so, however, would have taken additional time and resources. As Rimini  
11 had agreed to provide support at a cut-rate price, Rimini decided not to proceed in a lawful manner.  
12 Instead, Rimini purported to fix the problem of having unlawful copies of software on its systems  
13 by making further copies of the unlawful copies, which it then shipped to customers.

14 The other “change” that Rimini asserts was made as part of “Process 2.0” is that it now  
15 keeps customer data in separate “silos.” Rimini recycled this fictional story from its Answer to  
16 Oracle’s original *Rimini I* complaint, where Rimini asserted that it did not use generic test and  
17 development environments, but rather strictly kept customer data in separate “silos” and developed  
18 each fix or update individually for each customer. In *Rimini I*, Rimini was compelled to confess  
19 that this “silo” story was a lie and that it did use generic environments to provide support. Rimini  
20 is lying again, this time about “Process 2.0.” Rimini recycled the “silo” story, falsely asserting in  
21 its standard messaging to customers that it had stopped using the *Rimini I* support processes, and  
22 that *this time*, they really would stop using generic test and development environments, and this  
23 time, they really would keep customer software siloed. These statements are false, and, along with  
24 Rimini’s false statements to customers about Rimini’s and Oracle’s security offerings, violated the  
25 Lanham Act.

26 Oracle will show that “Process 2.0” involves Rimini engineers entering a customer’s remote  
27 environment or a Windstream cloud environment to copy Oracle software, and then to prototype  
28 and test updates in the first environment for use in many other customers’ environments. Rimini

1 moved its “generic” environments outside of its facilities to customer or cloud sites, but that did  
 2 not cure the problem; the evidence will show that Rimini cross-used the environments of [REDACTED]

3 [REDACTED]  
 4 Far beyond using the knowledge and experience gained from developing the fix once for  
 5 one customer to develop it again for other customers, Rimini uses several software tools to automate  
 6 cross-use of Rimini fixes and updates to Oracle software such that the development of an update in  
 7 one client’s environment can be automatically and instantaneously shared with dozens of other  
 8 customers. Sometimes, Rimini automatically shares an infringing update with over a hundred  
 9 customers.

- 10 • [REDACTED]  
 11 [REDACTED]  
 12 [REDACTED]
- 13 • [REDACTED]  
 14 [REDACTED]  
 15 [REDACTED]  
 16 [REDACTED]
- 17 • Rimini used another tool, Dev Review, [REDACTED]  
 18 [REDACTED].
- 19 • Rimini cross-used EBS software to develop “ePack,” an automated packaging tool  
 20 that Rimini uses for this product line.

21 This conduct constitutes copyright infringement, fancied up for the digital world.

22 This Court’s rulings on summary judgment and in the contempt proceedings in *Rimini I*  
 23 have proven false Rimini’s public representations that it ceased its “1.0” support processes and that  
 24 “Process 2.0” was completely different and non-infringing. The evidence presented at this trial will  
 25 further show that Rimini continued to use the same underlying, infringing support processes and  
 26 made only superficial changes to feign compliance with the Court’s orders.

27 **Rimini Willfully Violated the Permanent Injunction.** After Rimini refused to provide any  
 28 information about whether it was complying with the injunction—which its counsel described as

1 incomprehensible—Oracle moved to reopen discovery, a motion that the Court granted on April  
 2 4, 2019. *Rimini I*, ECF Nos. 1199, 1215, 1218. After discovery showed that Rimini had engaged  
 3 in several violations of the injunction, Oracle filed a motion asking this Court to order Rimini to  
 4 explain why it should not be held in contempt. The Court issued an order to show cause on ten  
 5 issues and held a seven-day bench trial on those issues in September 2021.

6 The Court held Rimini in contempt for multiple violations of the injunction, including  
 7 “willful” violations. *Rimini I*, ECF No. 1548 at 53. The Court ruled that Rimini’s conduct went  
 8 “beyond simple ‘reuse of knowledge or know-how’,” *id.* at 29:23-24, and violated the permanent  
 9 injunction and the PeopleSoft license facilities restriction by storing multiple PeopleSoft files on  
 10 Rimini’s systems, *id.* at 17. The Court also found that Rimini repeatedly cross-used the City of  
 11 Eugene’s PeopleSoft environments to support other customers, showing “a return to the use of  
 12 generic environments” found to be infringing in *Rimini I*. *Id.* at 23-26, 28-30. The Court also  
 13 found that Rimini improperly created copies of Oracle Database files on its systems, in violation  
 14 of Oracle’s license and the *Rimini I* injunction. *Id.* at 48:27-49:8.

15 During the contempt hearing, Oracle learned that, after entry of the *Rimini I* permanent  
 16 injunction, Rimini made a conscious decision in supporting JDE software to continue to copy  
 17 JDE source code that it calls “open code,” and to interpret the Court’s injunction as only applying  
 18 to “closed code” (compiled object code). Rimini made this distinction because it has always  
 19 needed to copy “open code” to support JDE customers, and does not need to—and, as a practical  
 20 matter, cannot—access closed code for support. Through this sophistry, Rimini interpreted the  
 21 injunction as only prohibiting Rimini from copying code it could not access and copy, because  
 22 Rimini was “incredulous” that an express provision barring copying of “source code” precluded  
 23 the copying of “source code.” *Rimini I*, ECF No. 1542 at 1139:21-1140:12. The Court rejected  
 24 Rimini’s attempt to define away the license restrictions by classifying code as open or closed. “It  
 25 is clear to the Court that Rimini’s reading of the Permanent Injunction does not follow the case  
 26 history.” *Rimini I*, ECF No. 1548 at 45.”<sup>5</sup>

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27  
 28 <sup>5</sup> The jury in *Rimini I* found that Rimini was liable for copyright infringement of JDE after being  
 instructed that “It is also clear that Rimini is not authorized to make copies of J.D. Edwards

For these violations, the Court imposed a \$630,000 sanction to compensate Oracle and granted Oracle's request for attorneys' fees. *Id.* at 54-55.

**The Court's Summary Judgment Order in Rimini II.**

**Cross-Use:** On September 14, 2020, the Court ruled on the parties' cross-motions for partial summary judgment. The Court granted partial summary judgment on Oracle's PeopleSoft copyright infringement claim, ruling—much like in the contempt proceedings—that Rimini cross-used PeopleSoft environments associated with City of Eugene and Campbell Soup Company to prototype two PeopleSoft updates for these customers and many others. ECF No. 1253. The Court further ruled that Rimini has no fair use defense to this infringing development process. *Id.* The Court granted partial summary judgment on Oracle's claim that Rimini further infringed Oracle's PeopleSoft copyrights by creating 47 more local PeopleSoft environments—just like those held infringing in *Rimini I*. *Id.* at 21–29 (citing ECF Nos. 888, 896-s at 6, 8 n.1). Finally, the Court granted Oracle's motion as to Rimini's express license defense regarding the “migration” of infringing PeopleSoft environments Rimini copied off of its systems onto Windstream and customers' systems. *Id.* at 92.

**RAM Copying:** On the issue of copying, the Court considered RAM (Random Access Memory) copies made of Oracle software during Rimini's development of fixes and updates. The Court noted that “Rimini further concedes that RAM copies were created in the course of developing updates for Campbell Soup's PeopleSoft software” and that “Rimini engineers use these RAM copies – to create and develop updates and fixes for the PeopleSoft software.” ECF No. 1253

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software application and related documentation to *access* the software's source code to carry out development and testing of software updates, to make modifications to the software, or to use the customer's software or support materials, to support other customers.” *Rimini I*, ECF No. 880 (Jury Instructions at 28); *Rimini I*, ECF No. 1548 at 45-46. On appeal, the Ninth Circuit held that copyright infringement did not include “access” to and was limited to copying of the software. 783 Fed. Appx. 707, 711 (9th Cir. 2019). The Court's jury instruction was based on Section 3 of the Giant Cement JDE License, *Rimini I*, ECF No. 248-16, which the Court has relied on throughout both cases in connection with its JDE rulings and provides for limited use by a Third Party such as Rimini of JDE source code, and the permitted uses do not include testing and development or copying of Oracle code.



at 41. The Court held that such RAM copies of PeopleSoft software loaded into the customer environments are “copies” within the meaning of the Copyright Act. *Id.*

**Derivative Works:** The Court held that Rimini illegally copied and cross-used a derivative work (a Patient Protection and Affordable Care Act (“PPACA”) update) developed in the City of Eugene environment. ECF No. 1253 at 38-44. The Court held that the PPACA update was a derivative work, even if it did not contain Oracle copyrighted material and “even if the individual update contained only Rimini written expression” because: (1) “this update was designed to interact with PeopleSoft,” (2) “Rimini’s customers would access the new update by signing into their existing PeopleSoft software,” (3) the update could not be used with other software programs other than PeopleSoft, and (4) “Rimini used PeopleTools Application Designer utility to create object changes, like the PPACA updates.” *Id.* at 52-53. This update, a derivative work, “was only developed in City of Eugene’s environment and was then given outright to three of Rimini’s other clients.” *Id.* at 53. As Oracle will show at trial, these criteria also establish that Rimini’s other updates at issue in this case are derivative works.

### III. LIABILITY

Oracle will prove at trial that Rimini is liable for violating (1) the Copyright Act, (2) the Digital Millennium Copyright Act, (3) the Lanham Act, and (4) the California UCL. Correspondingly, Oracle will prove that Rimini’s UCL claim against Oracle fails.

#### A. Copyright Infringement

Oracle will prove at trial that Rimini’s unlicensed copying, along with its cross-use and derivative works creation, occurred across four separate Oracle ERP software products—PeopleSoft, EBS, JDE, and Oracle Database. The extent of Rimini’s copying and distribution of Oracle software and modifications to Oracle software, creation of derivative works, and the absence of any license defense for such activities are key issues for trial. *See S.O.S., Inc. v. Payday, Inc.*, 886 F.2d 1081, 1088 (9th Cir. 1989) (license is “assumed to prohibit any use not authorized”).

**PeopleSoft Materials.** At trial, Oracle will prove that Rimini created and maintained even more infringing PeopleSoft environments on its systems after 2011. Oracle also will prove that Rimini has no “fair use” defense for its “migration.” ECF No. 1253 at 92.



1 Oracle will prove that Rimini continues to engage in cross-use to both develop and test  
2 software updates and to develop its own software tools to further automate cross-use. Rimini claims  
3 that its various software tools were designed to prevent the copying of Oracle code, but the evidence  
4 will show that the tools automate Rimini's copyright infringement. For example:

5 Rimini's AFW tools allow Rimini to create or modify PeopleSoft files in a client  
6 environment selected for development and then copy those files or modifications from one client's  
7 environment to other clients' environments using the [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 Rimini's "Dev Review" tool [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED] using a PeopleSoft tool (App Designer), and then

14 runs the Dev Review tool in the [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 Oracle will prove that, because of its automated tools, Rimini's ongoing copying and cross-  
22 use of PeopleSoft software has been massive. Rimini distributed thousands of software update files  
23 by directly copying Oracle files for the benefit of multiple customers. Rimini also copied Oracle  
24 files and derivative works of Oracle files in whole or in part to Rimini's and customers' systems,  
25 deleting Oracle copyright management information in the files, and renaming the files as "RSI"  
26 (for "Rimini Street Inc.") files in order to falsely represent that these files were entirely Rimini-  
27 authored.

28 Rimini's RSI files, [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 Similarly, Dev Review enabled Rimini to copy online objects created and modified in one customer  
10 environment to other customers' environments.

11 Rimini incorrectly argues that if no Oracle source code is sent between customers, its  
12 practices are not cross-use. As an initial matter, consistent with the Ninth Circuit's decision in  
13 *Microstar*, Judge Hicks previously found that Rimini *does* engage in improper cross-use of  
14 derivative works when it distributes a PeopleSoft fix or update to multiple customers, even if that  
15 fix or update contains no Oracle source code. Further, Rimini's act of developing or testing a fix  
16 or update in one customer's environment for the purpose of benefiting multiple customers violates  
17 the relevant license agreement and copyright law because Rimini is not developing or testing that  
18 fix or update for or solely for the customer's internal business processing operations.

19 **EBS.** Through Rimini's documents and witness admissions, Oracle will show that Rimini  
20 copied and cross-used Oracle's EBS software in disregard of Oracle's copyrights. EBS licenses,  
21 like all PeopleSoft licenses, only allow use of the software for the "internal business operations" of  
22 the licensee. Ignoring these restrictions, Rimini still "prototypes" updates in one customer's  
23 environment and then distributes those updates to other EBS customers.

24 To assist in its cross-use, Rimini developed—again through cross-use—a software tool  
25 known as "ePack," which automates Rimini's cross-use. [REDACTED]  
26 [REDACTED]  
27 [REDACTED]

28 Because *Rimini I* did not address E-Business Suite, this trial will be the first time the Court

1 addresses this particular software. But the Court will be decidedly familiar with Rimini's  
2 associated infringing conduct.

3 **JDE.** Oracle will show that Rimini violates customers' licenses and engages in copyright  
4 infringement when it copies and modifies JDE source code to develop software updates. There is  
5 no dispute that Rimini necessarily copies JDE software source code when developing software  
6 updates for its customers. The overwhelming majority of JDE software licenses preclude anyone  
7 other than the licensee (or the licensee's employees) from copying JDE source code, and many  
8 limit *any* access to the software by third parties to screen access. In *Rimini I*, this Court agreed that  
9 Rimini is not allowed to copy JDE source code. *Supra* Note 5. After trial, Rimini was also  
10 permanently enjoined from copying JDE source code. *Rimini I* ECF No. 1166 ("Rimini Street  
11 shall not copy J.D. Edwards software source code to carry out development and testing of software  
12 updates").

13 To dodge this restriction, Rimini has fabricated a nonsensical definition of "source code" to  
14 allow it to continue its infringing activities, but this Court resolved Rimini's semantic gymnastics  
15 during contempt proceedings in *Rimini I*. *Rimini I*, ECF No. 1548 at 41 ("The Court is now utterly  
16 convinced that there is no true dispute over the meaning of source code, but the dispute is simply a  
17 semantic distinction").

18 In addition to proving that Rimini infringes Oracle's copyrights by copying JDE source  
19 code, Oracle will show that Rimini engaged in infringing cross-use of JDE software, using select  
20 customer environments as prototype environments and then distributing those updates to other  
21 customers. Moreover, Rimini's [REDACTED] JDE updates constitute derivative works and thus are  
22 prohibited by nearly all JDE software licenses and infringe Oracle's copyrights.

23 **Oracle Database.** Oracle will show that Rimini is liable for copying Oracle Database  
24 software. When Rimini copies PeopleSoft environments that have Oracle Database as the database  
25 component, Rimini necessarily makes an exact copy of the Oracle Database software. As this Court  
26 held in *Rimini I*, no Oracle Database license (neither the Developer License nor the Oracle License  
27 and Service Agreement, "OLSA") permitted Rimini to make copies of Oracle Database software  
28 on its own systems. *Rimini I*, ECF No. 476 at 7–12; *id.* at 12–15 (the "plain, unambiguous

language” of Sections C and D of the OLSAs does not authorize “Rimini to make copies of the licensed [Oracle Database] software”). And when Rimini cross-uses PeopleSoft, EBS, or JDE in a customer environment that uses Oracle Database as the database component, Rimini is also cross-using Oracle Database software.

## **B. Violations of the DMCA**

The DMCA prohibits Rimini from removing or altering any copyright management information (“CMI”) (such as a copyright notice) and from distributing files from which CMI has been removed if Rimini had reasonable grounds to believe that the removal of CMI would conceal or otherwise enable copyright infringement. 17 U.S.C. § 1202(b)(3); *see Friedman v. Live Nation Merch., Inc.*, 833 F.3d 1180, 1187 (9th Cir. 2016). Oracle will prove that Rimini committed thousands of DMCA violations.

Oracle’s software expert, Ms. Frederiksen-Cross, identified at least [REDACTED] instances in which she found a Rimini-modified file containing substantial portions of Oracle’s protected expression that once had a copyright notice that later was removed. She also uncovered [REDACTED]  
[REDACTED]  
[REDACTED] Eliminating duplicates, Ms. Frederiksen-Cross will identify over [REDACTED] DMCA violations by Rimini. *Enter. Tech. Holdings, Inc. v. Noveon Sys., Inc.*, No. 5-CV-2236 W (CAB), 2008 WL 11338356, at \*14–16 (S.D. Cal. July 29, 2008).

Ms. Frederiksen-Cross identified these violative files from [REDACTED], proving that Rimini distributed them to customers. Each act of knowing distribution of a file with CMI removed constitutes a separate violation. 17 U.S.C. § 1202(b)(3); *Friedman*, 833 F.3d at 1187; *Aardwolf Indus., LLC v. Abaco Machines USA, Inc.*, No. CV 16-16-1968-GW (JEMX), 2017 WL 10350547, at \*11 (C.D. Cal. Nov. 13, 2017) (“Defendants may still be held liable if they distributed Plaintiff’s Logo with knowledge that the CMI had been removed, even if [they] did not remove it”); *Reno-Tahoe Specialty, Inc. v. Mungchi, Inc.*, No. 2:12-CV-01051-GMN-VC, 2014 WL 7336082, at \*11 (D. Nev. Dec. 19, 2014) (defendant knew, or had reasonable grounds to know, CMI was removed as an image was cropped to remove the CMI).

**C. Violations of the Lanham Act**

Oracle will prove at trial that Rimini is liable for violating Section 43(a) of the Lanham Act:

(1) Rimini’s commercial advertisements included false statements about its products and services; (2) those statements had the tendency to deceive, and in fact did deceive, a substantial segment of its audience; (3) the deception was material, in that it was likely to influence prospective customers’ purchasing decisions; (4) Rimini caused these false statements to enter interstate commerce; and (5) Oracle has been, and will continue to be, injured as a result of these false statements, by the direct diversion of sales from Oracle to Rimini and the lessening of goodwill toward Oracle’s services. *Skydive Az., Inc. v. Quattrocchi*, 673 F.3d 1105, 1110 (9th Cir. 2012).<sup>6</sup>

Rimini’s false statements to customers in its standard messaging fall under three categories:

(1) statements that the support processes this Court found to be infringing in *Rimini I* were no longer in use as of July 2014 and its processes did not violate Oracle copyrights or licenses; (2) statements that Rimini’s support processes were “much different” than TomorrowNow’s support processes; and (3) statements about the supposed superiority of Rimini’s security offerings. Each of these claims is false on its face.

As discussed above, the Court already has determined through its contempt and summary judgment rulings that Rimini continued to use the processes that this Court found were unlawful. Rimini’s “Process 2.0” continued to employ cross-use and copying of Oracle software in violation of the facilities restriction. The evidence at trial will show that Rimini’s continued use of its infringing support processes was widespread, and Rimini’s statements that it had ceased using its

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<sup>6</sup> The evidence at trial will show that Rimini’s false statements deceived and misled support customers, that the statements were material to customer’s support purchasing decisions, and that Oracle actually lost customers as a result of Rimini’s statements. However, because Rimini’s statements are literally false, Oracle need not prove the elements of deceit or reliance. *POM Wonderful LLC v. Purely Juice, Inc.*, 2008 U.S. Dist. LEXIS 55426, at \*28-29 (C.D. Cal. July 17, 2008) (“A plaintiff is entitled to relief under the Lanham Act on proof of literal falsity alone, as the court will assume that the false statements actually mislead . . . .”); *Energy Four, Inc. v. Dornier Medical Systems, Inc.*, 765 F. Supp. 724, 731 (N.D. Ga. 1991) (“When representations are actually false, a court does not have to determine whether the representations are likely to create confusion” and actually false claims are presumed material.). Oracle also is entitled to a rebuttable presumption of irreparable harm on a Lanham Act violation. 15 U.S.C. § 1116(a); *AK Futures LLC v. Boyd St. Distro, LLC*, 35 F.4th 682, 694 (9th Cir. 2022).

1 unlawful practices are false. Further, Rimini's own public statements show that Rimini's  
 2 statements that its support processes were different from TomorrowNow's were false. Finally,  
 3 Oracle's security expert, Dr. Patrick McDaniel, will explain in detail how Rimini's statements about  
 4 its and Oracle's security offerings were false.

#### 5 **D. Rimini's Violations of California Unfair Competition Law**

6 Oracle will prove that Rimini violated the "unlawful" prong of California's Unfair  
 7 Competition Law. The "'unlawful' prong 'borrows violations of other laws . . . and makes those  
 8 unlawful practices actionable under the UCL,' and 'virtually any law or regulation—federal or  
 9 state, statutory or common law—can serve as a predicate.'" *Yellowcake, Inc. v. Morena Music,*  
 10 *Inc.*, 522 F. Supp. 3d 747, 772 (E.D. Cal. 2021) (alterations in original) (citation omitted).  
 11 Accordingly, by proving that Rimini's business practices violated the Copyright Act, the DMCA,  
 12 and/or the Lanham Act, Oracle also will establish that Rimini violated the UCL.

#### 13 **E. Seth Ravin's Individual Liability**

14 **Contributory Infringement.** Oracle will prove that Ravin is liable for contributory  
 15 infringement because he (i) knew of or had reason to know of Rimini's infringing activity and  
 16 (ii) intentionally induced or materially contributed to the infringing activity. *Perfect 10, Inc. v.*  
 17 *Amazon.com, Inc.*, 508 F.3d 1146, 1170–73 (9th Cir. 2007). Oracle will demonstrate Ravin's  
 18 knowledge with evidence that Ravin directly supervised and controlled development efforts related  
 19 to Rimini tools that infringe Oracle software.

20 **Vicarious Liability for Infringement.** Oracle will prove that Ravin is vicariously liable for  
 21 Rimini's copyright infringement because he (i) received a direct financial benefit from Rimini's  
 22 infringing activity, and (ii) had the right and ability to supervise or control the infringing activity.  
 23 *Perfect 10*, 508 F.3d at 1173–74; *Ellison v. Robertson*, 357 F.3d 1072, 1076 (9th Cir. 2004) ("A  
 24 defendant is vicariously liable for copyright infringement if he enjoys a direct financial benefit from  
 25 *another's* infringing activity and 'has the right and ability to supervise' the infringing activity."  
 26 (citation omitted)). Ravin, as Rimini's CEO and largest individual shareholder, both benefited from  
 27 and had the right and ability to stop the infringement. *Symantec Corp. v. CD Micro, Inc.*, 286 F.  
 28 Supp. 2d 1265, 1275 (D. Or. 2003) (CEO held vicariously liable on summary judgment for

company's copyright infringement where "[i]n addition to his salary, [the CEO] is also the majority shareholder and would thus have a direct financial benefit if the infringing sales raise the value of the company's stock"); *Broad. Music, Inc. v. Blueberry Hill Family Rests., Inc.*, 899 F. Supp. 474, 480 (D. Nev. 1995) (director and shareholder of corporation "jointly [and severally] liable with his corporation for the copyright infringement" where he "had the power to control the conduct of the 'primary' copyright infringers"); *Transgo, Inc. v. Ajac Transmission Parts Corp.*, 768 F.2d 1001, 1021 (9th Cir. 1985) ("A corporate officer or director is, in general, personally liable for all torts which he authorizes or directs or in which he participates, notwithstanding that he acted as an agent of the corporation and not on his own behalf." (citation and internal quotation marks omitted)).

**Vicarious Liability for Lanham Act Violations.** Mr. Ravin is vicariously liable for Lanham Act violations because he "knowingly participated in the creation, development and propagation of" Rimini's false statements to customers in its advertising. *In re Century 21-RE/MAX Real Est. Advert. Claims Litig.*, 882 F. Supp. 915, 925 (C.D. Cal. 1994) (quoting *Gillette Co. v. Wilkinson Sword, Inc.*, 795 F.Supp. 662, 664 (S.D.N.Y.1992)). The evidence will show that Ravin was integrally involved in developing Rimini's standard marketing messaging, and many of the false and misleading statements Rimini made in violation of the Lanham Act came directly from Ravin himself.

#### **IV. ORACLE WAS IRREPARABLY HARMED BY RIMINI'S CONDUCT.**

The Court in *Rimini I* found that "Rimini Street's conscious disregard for Oracle's software copyrights enabled Rimini Street to rapidly build its business from a new and unknown company in the after-license software support market to a major competitor of Oracle. By offering cut-rate prices on its own services, generally at a discount of 50% of Oracle's prices for similar service contracts, Rimini Street gained increasing market share and growth, including through the length of this litigation." *Rimini I*, ECF No. 1164 at 6:15-20. In the years since the Court made that finding, not only has Rimini continued its unlawful practices, but it has expanded its business both domestically and internationally, and in 2018, Rimini became a publicly traded company.

Through Rimini's infringing conduct and false statements in violation of the Lanham Act,

as described above, Rimini continued to build its business based on infringement of Oracle’s copyrights by saving time and labor costs through infringement, which enabled Rimini to offer support to Oracle customers at a highly discounted rate. Oracle will prove that Rimini saved hundreds of millions of dollars in time and labor through its infringement, which allowed Rimini to offer support at 50% off, which was extremely attractive to Oracle’s support customers—and extremely unfair to Oracle. Rimini further enticed those customers with its false advertising about Rimini’s support practices and security offerings. During the period of Rimini’s infringement and Lanham Act violations, between 2011 and 2017, [REDACTED] Oracle’s PeopleSoft, JDE, Database, and/or EBS customers terminated Oracle support and contracted with Rimini for support. Absent Rimini’s discounted support offering, the vast majority of those customers would have remained with Oracle.

Along with the revenues associated with those customers’ support contracts, Oracle also lost the goodwill associated with those customer relationships. The value of those customer relationships is difficult, if not impossible, to quantify, because Oracle support relationships are generally long-term relationships, often lasting more than 20 years and resulting in opportunities to expand the Oracle footprint with the customer into new products and services well into the future. Rimini’s copyright infringement and Lanham Act violations have irreparably harmed Oracle.

#### **V. RIMINI’S UCL CLAIM AGAINST ORACLE FAILS.**

The Court previously struck Rimini’s affirmative defense of copyright misuse, rejecting Rimini’s allegation that Oracle attempted to “to unlawfully leverage a monopoly in the support services market.” ECF No. 634 at 4:24-25. The Court either dismissed or granted Oracle summary judgment on Rimini’s claims against Oracle for prospective interference, interference with contract, Lanham Act violations, and deceptive trade practices, leaving only Rimini’s UCL “unfair” prong claim to be tried (the Court also granted summary judgment to Oracle on Rimini’s UCL “unfair” prong claim based on Oracle’s January 2017 cease and desist letter to Rimini regarding Rimini’s access to Oracle’s support websites). The remaining conduct at issue in Rimini’s UCL claim has always overlapped with Rimini’s other claims. Now that those other claims have all been



1 dismissed, the conduct remaining at issue in Rimini's UCL claim is narrow. Oracle suspects that  
 2 Rimini will attempt, wherever possible, to shoehorn all of the alleged conduct underlying its  
 3 dismissed claims into the remaining UCL claim.<sup>7</sup> The alleged conduct would include statements  
 4 by Oracle to customers regarding the litigation and Rimini's support practices; Oracle's use of its  
 5 contractual audit right with licensees; Oracle's contractually agreed technical support policies; and  
 6 Oracle's policies regarding customers to which Oracle will provide consulting services.

7 To prove its UCL "unfair" prong claim, Rimini must prove that Oracle's conduct "threatens  
 8 an incipient violation of an antitrust law, or violates the policy or spirit of one of those laws because  
 9 its effects are comparable to or the same as a violation of the law, or otherwise significantly  
 10 threatens or harms competition." *Drum v. San Fernando Valley Bar Assn.*, 182 Cal. App. 4th 247,  
 11 254 (2010). Rimini cannot meet its burden. Through more than 12 years of litigation, Rimini has  
 12 never attempted to allege an antitrust claim against Oracle. Further, Rimini has no antitrust expert  
 13 to support what is essentially an antitrust claim, and it therefore has not presented a market analysis  
 14 and cannot show monopolization or harm to competition. This Court already has considered and  
 15 rejected many of Rimini's allegations regarding purported harm. The evidence will make clear that  
 16 Rimini has no support for its UCL claim.

17 **No Monopolization Proof.** Rimini cannot satisfy even the basic elements of a UCL "unfair"  
 18 claim because Rimini will not even attempt to demonstrate an actual or threatened violation of the  
 19 antitrust laws. *Facebook, Inc. v. BrandTotal Ltd.*, 2021 U.S. Dist. LEXIS 165209, at \*16-17 (N.D.  
 20 Cal. Aug. 31, 2021) ("Courts have dismissed competitors' claims under this ['unfair'] prong of the  
 21 statute where plaintiffs fail to identify 'any "unusual" aspect of the alleged conduct that would  
 22 make that conduct something that violates the "policy and spirit" of the antitrust laws without  
 23 violating the actual laws themselves ...."); *Creative Mobile Techs., LLC v. Flywheel Software,*  
 24 *Inc.*, 2017 U.S. Dist. LEXIS 24173, at \*15-16 (N.D. Cal. Feb. 21, 2017) (except in unusual  
 25 situations such as the government-licensed duopoly, challenged conduct either violates "both the  
 26 antitrust laws and their 'policy and spirit' or it violates neither"). To demonstrate an actual or

27 \_\_\_\_\_  
 28 <sup>7</sup> Rimini has declined Oracle's meet and confer request to explain any details of the UCL claim it intends to try.

1 threatened violation of an antitrust law, Rimini would have to prove monopolization or attempted  
 2 monopolization. But Rimini has no evidence to establish a relevant market, market power exercised  
 3 by Oracle within that market, or any other anticompetitive conduct by Oracle.<sup>8</sup>

4 Further, unlawful monopolization cannot result from market power that arises solely from  
 5 contractual rights that consumers knowingly and voluntarily agree upon. *Newcal Indus. v. Ikon*  
 6 *Office Sol.*, 513 F.3d 1038, 1048–49 (9th Cir. 2008). Here, it is undisputed that Oracle customers  
 7 are advised of, and agree to, each of the support policies Rimini claims to be anticompetitive, and  
 8 the price of support is established at the time customers enter into the underlying license agreement.  
 9 As such, Rimini will not be able to establish the existence of any actionable market power in any  
 10 relevant market. Moreover, Rimini will not be able to show that Oracle has the power to control  
 11 prices or exclude competition—a primary indicator of monopoly power. *See United States v. E.I.*  
 12 *du Pont De Nemours & Co.*, 351 U.S. 377, 391 (1956).

13 **No Proof of Harm to Competition.** Rimini will present no evidence of any conduct by  
 14 Oracle that had a “significant and enduring impact on competition itself in the relevant markets,”  
 15 as required under the antitrust laws, and, by extension, the UCL. *Am. Prof’l Testing Serv. v.*  
 16 *Harcourt Brace Jovanovich Legal & Prof’l Publ’ns*, 108 F.3d 1147, 1152 (9th Cir. 1997). Even if  
 17 Rimini could prove all of Oracle’s alleged conduct and the resulting harm, that harm is limited to  
 18 Rimini, and not competition as a whole. Rimini’s claim fails on that basis alone.

19 **No Proof of Causation for Audits or False Statements.** The Court already has determined

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20 <sup>8</sup> To state a claim under Section 2 of the Sherman Act, a plaintiff must plausibly allege the  
 21 defendant possesses “monopoly power” within a “relevant market.” *John Doe 1 v. Abbott Labs.*,  
 22 571 F.3d 930, 933 n.3 (9th Cir. 2009). The threshold for establishing monopoly power is  
 23 defining “the relevant market.” *Gen. Bus. Sys. v. N. Am. Philips Corp.*, 699 F.2d 965, 972 (9th  
 24 Cir. 1982). “Without a definition of that market there is no way to measure [the defendant’s]  
 25 ability to lessen or destroy competition.” *Walker Process Equip., Inc. v. Food Mach. & Chem.*  
 26 *Corp.*, 382 U.S. 172, 177 (1965); *see Ohio v. Am. Express*, 138 S. Ct. 2274, 2285 (2018) (same);  
 27 *see also Payment Logistics Limited v. Lighthouse Network LLC*, 2018 WL 5311907, at \*4 (S.D.  
 28 Cal. Oct. 24, 2018) (“Where, as here, PL fails to sufficiently allege a relevant market definition,  
 the Court deems it is impossible to determine market power”). “Failure to identify a relevant  
 market is a proper ground for dismissing a Sherman Act claim.” *Tanaka v. Univ. of S. California*,  
 252 F.3d 1059, 1063 (9th Cir. 2001); *see Blizzard Entm’t Inc. v. Ceiling Fan Software LLC*, 2013  
 WL 12143935, at \*2 (C.D. Cal. Jan. 7, 2013) (“Defendants do not sufficiently allege a relevant  
 market. Therefore, the Court cannot determine whether Blizzard’s actions violate the Sherman  
 Act”).

1 that Rimini failed to prove causation as to its audit- and misrepresentation-based interference  
 2 claims. ECF No. 1253 at 67:24-68:24. This precludes Rimini’s UCL claim, which also requires  
 3 proof of causation of harm, based on the same conduct.

4 **No Actionable False or Misleading Statements.** While Rimini has identified dozens of  
 5 statements as a basis for its UCL claim, not a single one is actionable. Each statement is either not  
 6 made by one of the Oracle counter-defendants; not made to a customer at all; true by Rimini’s own  
 7 admission; a quotation or paraphrase of this Court’s orders; a non-actionable statement of opinion,  
 8 puffery, or a future event; or protected by the litigation privilege or *Noerr-Pennington* doctrine.

## 9 **VI. RELIEF SOUGHT FROM COURT**

10 Oracle seeks an injunction and other equitable relief, along with attorneys’ fees.

### 11 **A. Equitable Relief**

12 Oracle’s entitlement to equitable relief and the scope of such relief is a legal issue for the  
 13 Court. ECF No. 1309 at 61. The Copyright Act provides that courts may grant injunctive relief on  
 14 “terms as it may deem reasonable to prevent or restrain infringement of a copyright.” 17 U.S.C. §  
 15 502(a). In its contempt proceedings, the Court deferred ruling on whether several Rimini acts—  
 16 such as the creation of derivative works and whether Rimini could ever copy JDE source code—  
 17 constitute contempt of the Court’s prior permanent injunction until after *Rimini II*. See *Rimini I*,  
 18 ECF No. 1548 at 46, 52. Now that this action is proceeding as a bench trial and Oracle seeks further  
 19 injunctive relief, those issues are before the Court. In light of Rimini’s continued extensive  
 20 infringement, Oracle seeks to expand the Court’s existing injunction against Rimini’s practices.

21 Subsequent to a finding of liability on Oracle’s claims, Oracle will seek an injunction  
 22 including, but not limited to, the following provisions:

- 23 • Prohibiting Rimini from using or further reproducing Oracle software environments that
- 24 have been found to infringe;
- 25 • Prohibiting Rimini from using or further reproducing Rimini updates and associated files
- 26 that have been found to infringe;
- 27 • Prohibiting the creation of RAM copies associated with cross-use and the creation of
- 28 derivative works;

- 1 • Prohibiting Rimini's cloud hosting of customer environments;
- 2 • Prohibiting infringement of Oracle's EBS software;
- 3 • Prohibiting Rimini's use of certain automated tools, including AFW, Dev Review, and
- 4 ePack;
- 5 • Prohibiting Rimini's copying of JDE source code;
- 6 • Prohibiting Rimini from removing CMI from files containing Oracle code;
- 7 • Prohibiting Rimini from making certain false and misleading statements in its commercial
- 8 advertising and promotions;
- 9 • Requiring Rimini to take remedial measures to correct false and misleading statements it
- 10 has previously made in its commercial advertising and promotions;
- 11 • Other relief tailored to the evidence that develops, including appointment of a monitor for
- 12 Rimini's support processes to ensure compliance with existing and additional injunctive
- 13 relief; and
- 14 • Impoundment of Rimini's computer systems.<sup>9</sup>

#### 15 **B. Attorneys' Fees**

16 The Court has awarded Oracle attorneys' fees and costs before—both in *Rimini I* and after  
 17 the Court held Rimini in contempt for violating the injunction. *See Rimini I*, ECF No. 1164 at 17;  
 18 *Rimini I*, ECF No. 1548 at 55. Oracle anticipates that, subsequent to the Court's determinations  
 19 concerning the full scope of Rimini's copyright infringement, Oracle will seek costs and attorneys'  
 20 fees under 17 U.S.C. § 505 and any other applicable laws.

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23 <sup>9</sup>“The Copyright Act provides the owner of a copyright with [many] remedies against an infringer  
 24 of his work, including . . . the impoundment and destruction of all reproductions of his work made  
 25 in violation of his rights[.]” *Sony Corp. of Am. v. Universal City Studios, Inc.*, 464 U.S. 417, 433–  
 26 34 (1984); *see Videotronics, Inc. v. Bend Elec.*, 586 F. Supp. 478, 487–88 (D. Nev. 1984)  
 27 (impounding infringing copies). In his ruling finding Rimini in contempt, Judge Hicks found that  
 28 impoundment was not appropriate “at this time.” Between the two *Rimini* cases, Rimini been  
 sanctioned for destroying evidence, lost three summary judgment motions, had a jury verdict  
 entered against it, and has been held in contempt of court. Should Rimini lose a second trial, Oracle  
 respectfully submits it will be time for an impoundment order, which will allow Oracle to finally  
 protect its intellectual property.

**VII. CONCLUSION**

Based on the evidence and arguments that Oracle will present at trial, Oracle will seek judgment against Ravin and Rimini, attorneys' fees, costs, and injunctive and equitable relief.

DATED: November 22, 2022

MORGAN, LEWIS & BOCKIUS LLP

By: /s/ Benjamin P. Smith  
Benjamin P. Smith

Attorneys for Plaintiffs and Counterdefendants  
Oracle International Corporation and Oracle  
America, Inc.

**APPENDIX A – TIMELINE OF KEY EVENTS**

<b>Date</b>	<b>Event</b>
1/2005	Oracle acquires PeopleSoft, which had previously acquired JD Edwards.
9/2005	Rimini launches operations, offering support for Siebel.
1/2006	Oracle acquires Siebel.
4/2006	Rimini expands support offering to include Oracle's PeopleSoft software.
9/2006	Rimini expands support offering to include Oracle's JD Edwards software.
<b>1/25/10</b>	<b>Oracle initiates <i>Rimini I</i> lawsuit.</b> Oracle alleges, inter alia, that Rimini's support model infringes Oracle's copyrights in its PeopleSoft, JD Edwards, and Siebel software and documentation.
9/2010	Rimini expands support offering to include Oracle's E-Business Suite software.
10/2011	Rimini expands support offering to include standalone support for Oracle Database.
3/29/13	<i>Rimini I</i> : Rimini is sanctioned for spoliation of evidence following its deletion of a software library containing copies of Oracle's copyrighted works.
2/13/14	<i>Rimini I</i> : This Court grants partial summary judgment to Oracle, holding that Rimini infringed Oracle's PeopleSoft copyrights through, inter alia, using one customer's Oracle software environment to develop fixes and updates for that customer and other Rimini customers ("cross-use") and by creating copies of Oracle copyrighted materials on Rimini's computer systems in violation of the Oracle license provision restricting the software to the customer's facilities ("facilities restriction"). <i>Rimini I</i> , ECF No. 474.
8/14/14	<i>Rimini I</i> : This Court again grants partial summary judgment to Oracle, holding that Rimini infringed Oracle Database copyrights through, inter alia, hosting unlicensed copies of Oracle Database on its computer systems and cross-using those copies to support multiple customers. <i>Rimini I</i> , ECF No. 476.
<b>10/15/14</b>	<b>Rimini initiates <i>Rimini II</i> lawsuit.</b> Rimini seeks declaratory judgment, contending that its "Process 2.0," deployed after July 31, 2014, does not infringe, it no longer cross-used one customer's environment to develop updates for other customers, and that all Oracle copyrighted material and source code had been removed from Rimini's systems. Rimini serves its complaint on Oracle over three months later, on January 26, 2015.
2/17/15	<i>Rimini II</i> : Oracle files counterclaims, including the present claims of copyright infringement, violations of the DMCA, violations of the California UCL, and violations of the Lanham Act. ECF No. 22.
10/13/15	<i>Rimini I</i> : A jury finds that Rimini infringed Oracle's J.D. Edwards and Siebel copyrights, as well as its copyrights related to PeopleSoft documentation. <i>Rimini I</i> , ECF No. 896.
2/28/16	<i>Rimini II</i> : Oracle amends its counterclaims, adding allegations regarding E-Business Suite to its copyright infringement claim. ECF No. 174.
9/21/16	<i>Rimini I</i> : This Court enters a permanent injunction against Rimini, prohibiting Rimini from continuing to infringe Oracle's copyrighted software, and orders Rimini to pay Oracle's attorneys' fees and costs.

Date	Event
1/8/18	<i>Rimini I</i> : The Ninth Circuit affirms the copyright infringement judgment in full. <i>Oracle USA, Inc. v. Rimini St., Inc.</i> , 879 F.3d 948, 964 (9th Cir.), <i>cert. granted on other grounds</i> , 139 S. Ct. 52 (2018).
2/28/18	<i>Rimini II</i> : Close of fact discovery. ECF Nos. 365, 372.
11/6/18	<i>Rimini I</i> : After the Ninth Circuit denies a stay pending appeal, this Court's permanent injunction against Rimini goes into effect, prohibiting Rimini from continuing to infringe Oracle's copyrighted software. <i>Rimini I</i> , ECF No. 1166. The Ninth Circuit later affirms the injunction with two minor modifications. <i>Oracle USA, Inc. v. Rimini St., Inc.</i> , 783 F.App'x 707, 710–12 (9th Cir. 2019), <i>cert. denied</i> , 140 S. Ct. 850 (2020).
7/18/18	<i>Rimini II</i> : Close of expert discovery. ECF Nos. 365, 372.
4/4/19	<i>Rimini I</i> : This Court grants Oracle's motion to reopen discovery into Rimini's compliance with the permanent injunction. This discovery ultimately shows that Rimini had engaged in several violations of the injunction. <i>Rimini I</i> , ECF No. 1459.
9/14/20	<i>Rimini II</i> : This Court grants partial summary judgment to Oracle, finding that (1) Rimini infringed seventeen of Oracle International Corporation's PeopleSoft copyrights when it created 47 PeopleSoft environments on Rimini's computer systems for 29 customers through July 30, 2014, and (2) that Rimini Street infringed four of Oracle International Corporation's PeopleSoft copyrights when it cross-used PeopleSoft software associated with two of its customers to develop two PeopleSoft updates for 92 other customers. ECF No. 1253 at 21–29.
1/12/22	<i>Rimini I</i> : After a seven-day hearing, this Court finds that Rimini was in contempt of court for multiple and willful violations of the permanent injunction, including Rimini's continued cross-use of Oracle's copyrighted PeopleSoft software and maintenance of Oracle copyrighted source code on Rimini's systems. <i>Rimini I</i> , ECF No. 1548.
1/12/22	<i>Rimini I</i> : This Court finds that Rimini continued to infringe Oracle's copyrights in willful contempt of the Court's 2018 permanent injunction in <i>Rimini I</i> , ECF 1548 at 53. Rimini was sanctioned \$630,000 and ordered to pay Oracle's attorneys' fees. <i>Id.</i>



**APPENDIX B – GLOSSARY OF TERMS**



<b>Term</b>	<b>Definition</b>
<b>AFW</b>	Automation Framework; a suite of tools developed by Rimini to help automate development and distribution of fixes and updates from one customer's PeopleSoft environment to other customers' PeopleSoft environments and thereby cross-use Oracle's software
<b>AFW database</b>	[REDACTED]
<b>App Designer</b>	Core development tool built into PeopleTools; used to build and modify PeopleSoft applications such as Online Objects that define the PeopleSoft user interface.
[REDACTED]	[REDACTED]
<b>AUP</b>	Rimini's Acceptable Use Policy. The AUP prohibits Rimini employees from receiving, saving, or using third-party intellectual property; under the AUP, if any Rimini employee suspects unauthorized intellectual property is on Rimini's system, they are required to immediately report it to security@riministreet.com
[REDACTED]	[REDACTED]
<b>Client</b>	Aka customer; generally used by Rimini to refer to the entities with which it has contracted to provide support
<b>CMi</b>	Copyright Management Information; includes copyright notices, such as "Copyright (c) 1999–2001 PeopleSoft, Inc."
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>Cross-use</b>	The infringing copying of one Rimini customer's Oracle software to develop software fixes or updates that are then delivered to other Rimini customers. <i>Rimini I</i> , ECF No. 474 at 12–13.
<b>Customer</b>	Aka "client"; generally used by Oracle to refer to licensee of Oracle software that may also purchase a support contract with Oracle
<b>DAT File</b>	A common file type; [REDACTED]



Term	Definition
<b>Data Mover Script</b>	Aka “DMS”; files with .dms file extension; used by the PeopleTools DataMover tool to modify data in a database associated with an installations of PeopleSoft
<b>Database (ODB)</b>	Oracle Database; Oracle’s database software created, licensed, and supported by Oracle and often used in conjunction with ERP software
<b>Derivative work</b>	A work, such as a Rimini Street update or software tool, that is based on one or more pre-existing works, where the pre-existing work is recast, transformed, or adapted and substantially incorporates Oracle’s protected expression. If a Rimini Street update or software tool only interacts and is useable with Oracle’s software and it was designed using Oracle’s utility tools software, the update or software tool substantially incorporates protected material and is a derivative work even if it contains no Oracle code. ECF No. 1253 at 52–53; <i>Rimini I</i> , ECF No. 1548 at 24 n.33, 35, 40, 50 n.69, 52; <i>Rimini I</i> , ECF No. 880 at 22 (Instruction No. 21)
<b>DevTrack</b>	A development tracking system used by Rimini that maintains records related to project requirements and progress related to Rimini’s creation of fixes and updates. Rimini uses DevTrack to track various aspects of the design, development, and distribution of updates
<b>Development environment</b>	Software environment that contains an installed copy of the software program which is then modified to develop software updates; sometimes referred to as a “non-production” environment alongside test environments. <i>Oracle USA, Inc. v. Rimini Street, Inc.</i> , 879 F.3d 948, 955 (9th Cir. 2018).
<b>E-Business Suite (EBS)</b>	Oracle’s integrated suite of ERP business operations applications
<b>ePack</b>	
<b>ERP</b>	Enterprise Resource Planning; a type of software that helps enable core operational tasks—like payroll, human resource tasking, and inventory management—across an entire organization. <i>Rimini I</i> , MSJ Order, ECF No. 474 at 1-2 n.2. PeopleSoft, JD Edwards, and E-Business Suite are all ERP software.
<b>Facilities restriction</b>	Provision in many of the PeopleSoft licenses in this case that prohibits licensees from copying PeopleSoft software except to a licensee’s “facilities,” thereby prohibiting Rimini Street from copying PeopleSoft software to Rimini Street’s own computer

Term	Definition
	systems. ECF No. 1253 at 27, 90-91; <i>Rimini I</i> , ECF No. 474 at 8-20; <i>Rimini I</i> , ECF No. 880 (Instruction 24).
<b>Fix</b>	Software patch to address a bug
<b>Gap Customers</b>	Customers who because customers of Rimini, or for whom Rimini created development environments on its servers, after the close of fact discovery in <i>Rimini II</i> but before the purported implementation of Rimini's "Process 2.0."
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>JD Edwards (JDE)</b>	Oracle ERP software that provides ERP applications and tools for finance, human resources, distribution, consumer goods, and manufacturing customers.
<b>JD Edwards World Source Editor</b>	Tool included with JDE and used by Rimini to develop software fixes and updates, as well as to copy and modify JDE source code
[REDACTED]	[REDACTED]
<b>Migration</b>	Rimini's copying of infringing PeopleSoft software environments from Rimini's own computer systems to its clients' computer systems or to Windstream's computer systems, thereby creating additional unlicensed and infringing copies
<b>OIC</b>	Oracle International Corporation
<b>OMW</b>	Object Management Workbench; Oracle tool used by Rimini to copy and modify JDE source code and develop software fixes and updates for its JDE EnterpriseOne customers
[REDACTED]	[REDACTED]
<b>PeopleSoft</b>	Oracle's ERP software that provides ERP applications and tools for human resources, finances, supply chain management, customer relationship management, enterprise performance management, manufacturing, and student administration.
<b>PeopleTools</b>	Component of PeopleSoft environment; provides the integrated development environment used by PeopleSoft developers and the necessary infrastructure required for operation of PeopleSoft Applications; includes utilities such as App Designer and Data Mover

Term	Definition
<b>PPACA</b>	Patient Protection and Affordable Care Act. [REDACTED]
<b>Process 1.0</b>	Rimini support practices found to be infringing in <i>Rimini I</i> . Under “Process 1.0,” Rimini stored many of its customers’ Oracle software environments on Rimini’s computer systems (“local hosting”) and used certain of those environments as “generic” environments to support multiple customers (“cross use”).
<b>Process 2.0</b>	Under Rimini’s “Process 2.0” support model at issue in this litigation, development and test environments are hosted on either the client’s computer systems or on a third-party cloud server that the parties refer to as Windstream. In either case, Rimini remotely accesses these development and test environments to perform support services.
<b>Production environment</b>	Live software environment used by end users
<b>Prototype environment</b>	Software environment associated with one customer that is used to develop, test, and package updates for distribution to other customers
<b>QA</b>	[REDACTED]
<b>QA Groups</b>	[REDACTED]
<b>RAM</b>	Random access memory; a type of computer memory used to store data as it is used by a computer processor
<b>RSI files</b> [REDACTED]	[REDACTED]
<b>Siebel</b>	Oracle’s ERP software that provides ERP applications and tools for customer relationship management
<b>Source code</b>	A set of statements and instructions written by a human being using a particular programming language.... These statements or instructions are comprehensible to a person who is familiar with the relevant programming language, but in most cases a computer or other electronic device cannot execute these statements or instructions unless they have been converted into object code. This conversion is performed by a separate program within the computer, which is known as an interpreter, assembler, or compiler. <i>Rimini I</i> , ECF No. 1548 at 42.
[REDACTED]	[REDACTED]
<b>Test environment</b>	Software environment that contains a copy of the software program which is then modified to test software updates; sometimes referred to as a “non-production” environment alongside development

Term	Definition
	environments. <i>Oracle USA, Inc. v. Rimini Street, Inc.</i> , 879 F.3d 948, 955 (9th Cir. 2018).
<b>TLR</b>	Tax, Legal, and Regulatory updates developed by Rimini to account for new tax, legal, and regulatory changes for PeopleSoft, JD Edwards, and EBS
	
<b>Update</b>	Periodic changes to software; may be minor patch or more substantial feature enhancements

**APPENDIX C – INDIVIDUALS**

<b>Name</b>	<b>Affiliation</b>	<b>Description</b>
Adler, Todd	Oracle	Senior Managing Counsel
Allen, Jeff	Rimini	Senior PeopleSoft Support Developer
Allison, Richard	Oracle	EVP, Global Practices and Risk Management
Astrachan, Owen	Rimini (expert)	Copyright infringement expert
Aubreyjuan, Paco	Oracle	SVP, Oracle Applications Development for PeopleSoft, JD Edwards, Siebel, and other Oracle software, and former PeopleSoft developer
Benge, Jim	Rimini	VP, Global Product Development - PeopleSoft
Bonfanti, Michael	Easter Seals NH	30(b)(6) witness for Easter Seals NH
Catz, Safra	Oracle	CEO
Cauthen, John	Oracle (expert)	Digital forensics expert
Conley, Tim	Rimini	Manager, PeopleSoft Development
Corpuz, Jr., Stanley	Rimini (former)	Technical Onboarding Manager (former)
Davenport, Brenda	Rimini	GVP, Quality Assurance
Dean, Elizabeth	Oracle (expert)	Damages expert
Ellis, Daniel	Rimini (expert)	Downloading expert
Fanning, Scott	McAfee	30(b)(6) witness for McAfee; Director of Product Management for Data Center, Server, and Cloud
Frank, Rick	Rimini	Principal Software Developer, including development of AFW
Frederiksen-Cross, Barbara	Oracle (expert)	Digital forensics expert
Goodman, Charlotte	Rimini	Team Lead, Quality Assurance
Grady, Sebastian	Rimini	President
Heaberlin, Danny	Tierpoint	30(b)(6) witness for Tierpoint; Product Manager, Development and Marketing at Windstream prior to Tierpoint acquisition
Hicks, Christian	Oracle (expert)	Computer science and forensics expert
Hosalli, Manjula	Rimini	PeopleSoft environment engineer
Hovsepian, Hagop	City of Glendale	30(b)(6) witness for City of Glendale
Hu, Chen	Rimini	Senior E-Business Suite Primary Support Engineer
Iftikhar, Naveed	Rimini (former)	Primary support engineer for E-Business Suite (former)
Jacob, Michael	Rimini	Business analyst for JD Edwards tax and regulatory department
Jameson, Cathy	Brandeis University	30(b)(6) witness for Brandeis University

<b>Name</b>	<b>Affiliation</b>	<b>Description</b>
Jamieson, David	Lifeway Christian Resources	30(b)(6) witness for Lifeway Christian Resources
Khasky, Steven	Matheson Trucking	30(b)(6) witness for Matheson Trucking
Lanchak, Stephen	Rimini (expert)	Industry expert
Loftus, Paul	Rimini (expert)	Causation expert
Lyskawa, Nancy	Rimini	EVP, Global Client Onboarding and Client Care
Mackereth, Craig	Rimini	GVP, Global Service Delivery, Support for PeopleSoft, JD Edwards, E-Business Suite, Oracle Database, Siebel, and other Oracle software
Maddock, Kevin	Rimini	EVP and Chief Recurring Revenue Officer
Mandla, Harika	Rimini	Senior PeopleSoft Developer
Martinez, Kim	Rimini	Senior Manager, Global Quality Assurance
McDaniel, Patrick	Oracle (expert)	Security expert
McMillian, Lynn	Blue Cross-Blue Shield of Kansas City	30(b)(6) witness for BCBS of Kansas City
Metzger, Ken	SafeNet	30(b)(6) witness for SafeNet
Miller, David	Rimini	VP, Onboarding
Myers, Nancy	Toll Brothers	30(b)(6) witness for Toll Brothers
Narasimhan, Satish	Rimini	VP, Financial Planning & Analytics
Phung, Kien	Rimini	VP, Service Delivery
Pinto, Paul	Oracle (expert)	Industry expert
Rowe, David	Rimini	Chief Marketing Officer
Rubin, Avi	Rimini (expert)	Security expert
Sahni, Praveen	Rimini	Senior Director, EBS Tax and Regulatory Development
Salaets, Steven	Rimini	Chief Information Officer
Screven, Edward	Oracle	EVP and Chief Corporate Architect
Seth Ravin	Rimini	Founder, CEO, and largest shareholder
Sheffield, Don	Rimini	Senior PeopleSoft Developer
Slepko, Brian	Rimini	Senior VP, Global Service Delivery
Sutton, Michael	Media General	30(b)(6) witness for Media General
Tahtaras, Susan	Rimini	Senior Director, PeopleSoft Development
Teegarden, Ron	Rimini	Regional Manager, Global Applications Support (US East region) for PeopleSoft, JD Edwards, and Siebel
Valdez, Raul	Porex	30(b)(6) witness for Porex
Van Horn, Gertrude	NCH Corporation	30(b)(6) witness for NCH Corporation
White, Debra	Matheson Trucking	30(b)(6) witness for Matheson Trucking

Name	Affiliation	Description
Wood, Kevin	Rimini	Senior PeopleSoft Developer

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**APPENDIX D – ISSUES ALREADY DECIDED BY THE COURT**

Throughout the extensive history of the two litigations concerning its unlawful business practices, Rimini has often sought to re-litigate issues that the Court has previously decided. This includes several issues in Rimini’s “Issues of Law” and “Statement Regarding Appellate Preservation of Issues” sections of the parties’ recent joint pre-trial order. *See* ECF 1309 at 81. This Court already has ruled on the issues discussed below (and others), which will not be the subject of the upcoming trial.

The Court has dismissed almost all of Rimini’s affirmative defenses. Prior to its summary judgment order, the Court dismissed Rimini’s affirmative defenses for limitations on exclusive use of computer programs under 17 U.S.C. § 117, and for copyright misuse, ECF No. 49, as well as Rimini’s affirmative defenses based on the First Amendment, preemption, and litigation privilege. *See* ECF No. 589 at 10–15. In its summary judgment order, the Court granted Oracle’s motion for summary judgment on Rimini’s affirmative defenses of implied license and consent (ECF No. 1253 at 29–30), laches (*id.* at 34–35), equitable estoppel (*id.* at 35–36), abandonment/waiver (*id.* at 36–37), and unclean hands (*id.* at 37–38) with respect to Oracle’s first counterclaim for copyright infringement. As discussed above, the Court also granted in part Oracle’s motion for summary judgment on Rimini’s affirmative defense of express license and fair use as it relates to the copyright software found in the Campbell Soup and City of Eugene environments at issue in his motion. *Id.* at 55–63, 93. Finally, the Court granted Oracle’s motion as to Rimini’s express license defense regarding the migration and the 47 PeopleSoft environment Rimini copied on its computer systems. *Id.* at 21–29 (citing ECF Nos. 888, 896-s at 6, 8 n.1), 92.

Rimini previously argued that its affirmative defense for privilege and justification remain. But that defense is only asserted against Oracle’s claims for intentional interference with prospective economic advantage, which the Court dismissed. ECF No. 414 at 37–38; ECF No. 589. Because this claim is no longer live, neither is the corresponding affirmative defense.

The Court also made several rulings dismissing Rimini’s claims. Prior to summary judgment, the Court “dismissed Rimini’s claims for declaratory relief that Oracle engaged in copyright misuse [which the Court noted was duplicative of its stricken affirmative defense],



1 intentional interference with prospective economic advantage, violations of Nevada’s Deceptive  
2 Trade Practices Act under the ‘bait and switch’ provision of Nevada Revised Statute (‘NRS’)  
3 § 598.0917, and violations of the Lanham Act.” ECF No. 1253 at 5, 20 (citing ECF No. 633). In  
4 its partial summary judgment order, the Court granted summary judgment for Oracle on what  
5 remained of Rimini’s second claim for Declaratory Judgment of No Hacking (Under Federal,  
6 California, and Nevada Anti-Hacking Statutes), and its first claim for Declaratory Judgment of  
7 Non-Infringement of Copyright as to four of Oracle’s copyright registrations. *Id.* at 13, 65–66. The  
8 Court also granted summary judgment as to Rimini’s fourth claim for Intentional Interference with  
9 Contractual Relations. *Id.* at 17 (arising from the case and desist letter), 66–71 (arising from alleged  
10 misrepresentations and audits). Finally, the Court granted summary judgment to Oracle as to  
11 Rimini’s remaining claims on its sixth cause of action for violations of Nevada’s Deceptive Trade  
12 Practices Act and as to its claims for restitution and damages and relating to the cease-and-desist  
13 letter under its eighth cause of action for violations of California’s UCL. *Id.* at 20, 72–74.

**CERTIFICATE OF SERVICE**

I hereby certify that on the 22<sup>nd</sup> day of November, 2022, I electronically transmitted the foregoing **ORACLE INTERNATIONAL CORPORATION AND ORACLE AMERICA, INC.'S TRIAL BRIEF**, to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to all counsel in this matter; all counsel being registered to receive Electronic Filing.

DATED: November 22, 2022

MORGAN, LEWIS & BOCKIUS LLP

By: /s/ Benjamin P. Smith  
Benjamin P. Smith

Attorneys for Plaintiffs and Counterdefendants  
Oracle International Corporation and Oracle  
America, Inc.